

**SPACE AVAILABLE AGREEMENT**  
**RE: FOUTS SPRINGS YOUTH FACILITY**

THIS AGREEMENT, is made and entered into as of the **1st day of July, 2003**, by and between FOUTS SPRINGS YOUTH FACILITY (hereinafter, "Facility"), operating under a Joint Powers Agreement between the Counties of Colusa, Solano and Placer and **COUNTY OF SAN BERNARDINO**, a political subdivision of the State of California (hereinafter, "User County"), and ending **June 30, 2004**.

**WITNESSETH**

WHEREAS, the contracting parties are mutually desirous of providing appropriate facilities for the housing of wards of the juvenile court committed thereto, by the establishment of a youth facility pursuant to the Article 24 of Chapter 2 of Part 1 of Division 881 of the Welfare and Institutions Code; and

WHEREAS, the Facility was created and established by the Counties of Solano, Placer and Colusa, hereinafter referred to as Establishing Counties, for the purpose of housing wards of the juvenile court committed thereto from said Counties; and

WHEREAS, from time to time there exists accommodations in said Facility beyond the needs of the Establishing Counties thus enabling the Establishing Counties to receive in the Facility juvenile court wards from other counties to the extent of such excess accommodations; and

WHEREAS, the Facility is willing to receive juvenile court wards from other counties to the extent that the placement needs of the Establishing Counties are to be met before juvenile court wards from other counties will be received and kept in such Facility; and

WHEREAS, the User County desires to place wards of its juvenile court in said Facility to the extent that such excess accommodations may exist, subject to said conditions; and

WHEREAS, the contracting parties agree to provide space for User County Wards for the sum of **TWO THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS (\$2,895)** per month per ward, for a 20-bed guarantee. This includes all transportation and maintenance costs from Sacramento to the Facility.

This guarantee will reserve 20 beds for the User County and the User County would be required to pay for this bed space whether or not the 20 beds were actually occupied. The monthly rate of this 20-bed block guarantee would be **\$57,900.00** and the yearly rate for the 20-bed block guarantee would be **\$694,800.00**.

For each additional bed in excess of the 20-bed guarantee the monthly rate will be **TWO-THOUSAND NINE-HUNDRED NINETY-FIVE DOLLARS (\$2,995.00)** per month per ward (or if the ward is at the Facility for less than a full month the sum of \$2,995.00 divided by the number of days in the month times the number of days the ward was at the Facility).

This contract shall include any charges for a ward placed in our "Special Handling Unit" and supercedes the First Amendment which provided for an additional charge of \$112.00 per day for wards placed in Facility's "Special Handling Unit".

It is understood and agreed that the amount of consideration does not necessarily represent the actual cost monthly per ward of maintaining and operating the Facility.

Facility will review rates annually at least sixty (60) days before the end of each fiscal year and notify User County of any rate increase which will become effective July 1<sup>st</sup> of the ensuing fiscal year. At this time User County will notify Facility of any change in bed minimum guarantee.

THE PARTIES HERETO DO CONTRACT AS FOLLOWS:

1. User County, in consideration of the Establishing County providing accommodations for its juvenile court wards, agrees to pay the Facility and the Facility agrees to accept the amount as follows: a minimum of twenty (20) beds per month after the placement of wards reaches that number at any given time, at a cost of \$2,895 per month per ward, or \$57,900 per month. The payment provided shall cover all costs with respect to the care and maintenance of the wards of the User County, except for the following:
  - a. Costs of any hospital, medical or surgical care and treatment of said wards;
  - b. Costs of dental care;
  - c. Cost of care if detained in the juvenile hall of the Establishing Counties, said cost to be the cost of maintenance and operation per child per day as determined for the preceding year.
  - d. User County is responsible for transportation of committed wards to and from Sacramento.
2. It is expressly agreed and understood that Facility will provide periodic medical examinations during monthly clinic from visiting doctor or emergency treatment provided by staff correctional care nurse at the Facility at no additional cost to User County.
3. Wards transferred to Facility will be committed by Juvenile Court Order and Facility will assume custody of said ward or wards when delivered to an authorized employee of Facility.
4. Facility is under no obligation to accept the wards of User County, and the Superintendent of Facility may, in his discretion, decline to accept or retain said wards due to limited facilities or other conditions affecting the welfare of the wards at the Facility. However, in the event the Superintendent of Facility fails to make the 20 beds contracted for in this Agreement available to User County, the monthly fee paid by the User County will be reduced by the number of beds which are unavailable. The parties understand that no reduction in monthly rate shall exist if a particular ward is found by the Superintendent to be unsuitable for housing at the Facility and shall construe that bed to be available.
5. This contract may be terminated at anytime by either party hereto, upon a thirty (30) days' written notice to the other party.
6. This agreement shall take effect on July 1, 2003 and shall supersede any prior agreement between Facility and User County.
7. PAYMENTS.  
Facility shall bill the User County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the User County shall make remittance or payment thereof within thirty (30) days of receipt of any such billings.

Said remittance shall be mailed to:  
Fouts Springs Youth Facility  
P.O. Box 189  
Stonyford, CA 95979

8. INDEMNIFICATION.

- a) The Facility agrees to indemnify, defend and hold harmless the User County and its authorized officers, employee, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Facility's performance of its obligations under this agreement, except where such indemnification is prohibited by law.
- b) The User County agrees to indemnify and hold harmless the Facility and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the User County's performance of its obligations under this agreement, except where such indemnification is prohibited by law.

9. INSURANCE.

The Facility is insured through CSAC Excess Insurance Authority under Solano County. The Facility shall continue to maintain appropriate levels of insurance throughout the life of this agreement.

10. NON-DISCRIMINATION.

In rendering services under this Agreement, Facility and User County shall comply with all applicable federal, state and local laws and regulations and shall not discriminate on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

11. ASSIGNMENT.

User County or Facility may neither assign nor delegate any of its rights or duties under the terms of this Agreement without prior written approval of the other party.

12. ALTERATION.

No modification or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. NOTICE.

Any notice provided for or permitted by this Agreement shall be given by deposition of said notice in the United States Mail, postage prepaid and address as follows:

FACILITY: Fouts Springs Youth Facility  
P.O. Box 189  
Stonyford, CA 95979

USER  
COUNTY: San Bernardino County Probation Department  
175 West Fifth Street  
San Bernardino, CA 92415-0460

IN WITNESS WHEREOF, Facility and User County have executed this agreement by causing it to be subscribed by the Chairman of the Board of Supervisors of the User County and the Chairman of the Board of the Fouts Springs Youth Facility, and attested by the Clerk of the Board of Supervisors thereof, the day and year first hereinabove written.

BOARD OF DIRECTORS OF  
FOUTS SPRINGS YOUTH FACILITY

COUNTY OF SAN BERNARDINO:

\_\_\_\_\_  
EDWARD "TED" M. GAINES  
Chairman of the Board of Directors  
of the Fouts Springs Youth Facility

\_\_\_\_\_  
DENNIS HANSBERGER, Chairman, Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

J. RENEE BASTIAN, Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

ALAN K. MARKS, County Counsel  
San Bernardino County, California

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_